

**CITY OF ATLANTA
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 5610-AT, RENTAL OF BYPASS PUMPS**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, GA 30303-0307, and **must be time stamped no later than 1:59 P.M., Tuesday, December 13, 2011. NOTE: Pre-Bid Conference: DECEMBER 7, 2011 @ 10:00AM IN THE PLAN ROOM LOCATED AT CITY OF ATLANTA DEPARTMENT OF PROCUREMENT, 55 TRINITY AVENUE SW, ATLANTA, GEORGIA 30303 SUITE 1900.**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 1:59 P.M.

Bids will be publicly opened and read at 2:00 P.M. in Suite 1790, 1st Floor, 55 Trinity Avenue, SW, City Hall South, Atlanta, Georgia.

PURPOSE AND SCOPE: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Thursday, November 17, 2011 from 8:15 A.M. – 5:00 P.M.**, in the Department of Procurement's Main Office, 1st Floor, 55 Trinity Avenue, SW, Suite 1790, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact Albert Taylor, at (404) 330-6204, or by email artaylor@atlantaga.gov.

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Mr. Albert Taylor, Buyer at artaylor@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will

prevent you from receiving any addenda that are issued and may deem you non-responsive.

INVITATION FOR BID

BID NUMBER: 5610-AT
RTG DATE: NOVEMBER 14, 2011
DEPARTMENT OF WATERSHED

SEALED BIDS FOR:

CITY OF ATLANTA (COA) SPECIFICATION FOR RENTAL OF BYPASS PUMPS TO BE ORDERED AS NEEDED FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY HALL SOUTH, SUITE 1900
55 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 1:59 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) **TUESDAY, DECEMBER 13, 2011**, and at that time will be publicly opened and read in Suite 1900.

For information, call (404) 330-6204.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. Refer to Bid Number, Date and Time on the **enclosed return label**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. **If you quote, please sign each "Bid Sheet" in blue ink and put the name of your company on each sheet and on the pricing sheet.** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.

Legal Name of Firm

Authorized Representative/Please Type/Print

Address

Signature/Title

City State Zip Code

Area Code/Telephone Number/Email Address

Date Submitted

County Business License No. & COA Supplier No.

A PRE-BID CONFERENCE WILL BE HELD ON WEDNESDAY, DECEMBER 7, 2011 AT 10:00 A.M. IN THE PLAN ROOM LOCATED AT CITY OF ATLANTA, DEPARTMENT OF PROCUREMENT, 55 TRINITY AVENUE SW, ATLANTA, GEORGIA 30303, SUITE 1900.

BIDS MAY BE SUBMITTED FOR EVALUATION, BUT NO AWARD WILL BE MADE UNLESS YOU POSSESS A CURRENT BUSINESS LICENSE THAT AUTHORIZES BIDDER TO TRANSACT BUSINESS AT A LOCATION IN THE STATE OF GEORGIA. IN THE CASE OF AN OUT OF STATE BUSINESS WITH NO LOCATION OR OFFICE IN GEORGIA, WHICH EXERTS SUBSTANTIAL EFFORTS WITHIN THE STATE AND CITY, SUCH BUSINESS MUST OBTAIN A CITY OF ATLANTA, BUSINESS LICENSE AS REQUIRED BY CITY CODE SECTION 30-52, ET SEQ. TO OBTAIN A BUSINESS LICENSE, CONTACT: CITY OF ATLANTA, BUSINESS LICENSE DIVISION, CITY HALL SOUTH, SUITE 1350, 55 TRINITY AVENUE, S.W., ATLANTA, GEORGIA 30303-0307, and (404) 330-6213.

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

PRICES CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

MERCHANDISE/SERVICE TO BE DELIVERED: AS DIRECTED

NOTE: Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.25 PER PAGE.

All Bids are subject to the following:

1. Compliance with City of Atlanta Code, Section 2-1413, Requirements for execution of City contracts and Section 2-1414, Equal Employment Opportunity clause. In conjunction with these Code sections, a completed Contract Employment Report or a current letter of certification from the City of Atlanta Office of Contract Compliance must accompany each bid.
2. Compliance with bidding instructions, terms, and conditions (pages 3 and 4).
3. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
4. Additional instructions, special conditions applicable to indefinite quantity invitations on Annual Contracts.
5. A completed W-9 Request for taxpayer identification number and Certification Form.
6. A completed and **NOTARIZED** Affidavit for Receipt of Public Benefit and/or Contractor Affidavit.

FIRM NAME _____ SIGNATURE _____

Special Conditions
Annual Contract for Commodities/Services

1. PURPOSE AND SCOPE:

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

2. SUPPLY REQUIREMENTS:

The contractor shall be able to deliver all items that might be requested during the contract period in accordance with the terms and conditions of this bid. In the event a contractor's source should fail to supply any item, at any time, for any reason during the contract term, it will be the contractor's responsibility to temporarily supply another item of equivalent quality meeting all specifications of the contract, at contract prices, terms and conditions, as an emergency measure, subject to prior approval of the Chief Procurement Officer, whose decision shall be final. If requested, sufficient and reasonable time may be allowed the contractor to acquire adequate stock to perform on the contract after award is made.

3. DELIVERY REQUIREMENTS:

Delivery will be made within the time shown in the specific bid conditions or, where called for in the invitation, the time stated by the bidder.

4. PLACEMENT OF ORDERS:

Orders will be placed using one of the following methods:

- a. Purchase orders will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b. A blanket order will be issued to those bureaus that have a recurring need for item(s) covered by this Invitation for Bid and will be issued for "as needed" use. Each blanket order issued will state what is needed, as well as a "**not-to-exceed**" dollar amount. The bureau will be allowed to purchase only those items listed in the awarded contract. Authorization to supply item(s)/services covered by this blanket order may be verbal or written communication from the using department(s).

5. URGENT REQUIREMENTS:

In the case of a bona fide emergency, wherein immediate delivery of an order is needed and the successful vendor cannot meet such a requirement, the City reserves the right to order from any vendor that can meet such a delivery requirement without penalty to the City.

6. **RIGHT TO TERMINATE:**

In the event any of the provisions of the contract are violated, the City may serve written notice of its intention to terminate the contract. Such notice will state the reasons for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the contract shall, upon expiration of ten (10) days, be terminated. Further, the City reserves the right to terminate any contract in whole or in part upon giving thirty (30) days prior written notice to the other party.

7. **PLEASE COMPLETE THE FOLLOWING:**

Should a contract result from this invitation;

TO PLACE VERBAL ORDERS CONTACT:

Name

Telephone Number

CUSTOMER REPRESENTATIVE:

Name

Telephone Number

BID SIGNER:

Name

Address

Telephone

IF NOT LOCAL, WILL TOLL FREE TELEPHONE SERVICE BE PROVIDED BY THE VENDOR DURING THE EFFECTIVE PERIOD OF THE CONTRACT?

(NO) _____ (YES) _____

DELIVERIES WILL BE MADE AGAINST THIS CONTRACT BY:

VENDOR OWNED EQUIPMENT:

(If yes, the frequency)

(NO) _____ (YES) _____

COMMERCIAL CARRIER:

OTHER (Specify)

(NO) _____ (YES) _____

Bidder hereby agrees to special conditions of this invitation to bid:

Firm Name: _____

By: _____

Title: _____

THIS SHEET MUST BE COMPLETED. FAILURE TO DO SO MAY BE REASON FOR REJECTION OF BID.

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS -

- (a) Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (c) Specifications provided herein are intended to be open and non-restrictive. "Any" is used as a minimum standard of quality. When no reference or change is made on proposal by bidder, it is understood that the specific brand item named on proposal shall be furnished by bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference must be clearly stated on bid proposal or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

The City of Atlanta, through the Chief Procurement Officer, Department of Procurement, shall be the sole judge in making determination as to equality.

- (d) Time of delivery is a part of the consideration and must be stated in specific calendar days that must be adhered to. If the time varies on different items, the bidder shall so state. Failure to state delivery may be cause for disqualification.
 - (e) The City may accept any item or group of items or any bid, unless the bidder qualifies his bid by specific limitations. The right is reserved to reject any or all quotations and to waive technicalities.
 - (f) Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
 - (g) If a prospective offer or elects to submit a NO BID, return the Invitation for Bid Cover sheet and state reason. Otherwise, the bidder may be removed from the mailing list.
 - (h) If federal excise tax applies, show amount of same that has already been deducted in determining your net price. The City is also exempt from state and local sales tax.
- 2. EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any information given to a prospective bidder concerning an Invitation for Bids will be furnished to all prospective bidders, as an amendment to the

invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of amendments by a bidder must be acknowledged on the bid and a signed addendum returned, attached to the bid.

3. SUBMISSION OF BIDS -

(a) DEFAULT: The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly, should a vendor fail to perform delivery within the time stated in your bid, he/she may then be declared in default of contract. In such an event, the City may then proceed to purchase in the open market the items from another source, and charge/collect from the defaulting vendor the excess cost to the City, which resulted from such open market purchase.

(b) PATENT INDEMNITY: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract, or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

4. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement: (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

5. **PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE PRACTICES** - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or."

Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

6. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to that responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City is to make the determination.
7. Failure to observe any of the above instructions and conditions may constitute grounds for rejection of your bid.
8. **SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.**
 - (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."
 - (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
 - (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No. 11246 of September 24, 1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.
 - (d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.
9. **REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF ATLANTA
Contract Employment Report

PLEASE TYPE OR PRINT IN INK. EACH APPLICABLE ITEM ON THIS FORM MUST BE COMPLETED.
INCOMPLETE FORMS WILL NOT BE PROCESSED.

NAME OF FIRM: _____ TELEPHONE No. _____
 NAME OF OWNER: _____ FAX NO. _____
 MAILING ADDRESS: _____ CITY: _____
 STATE: _____ COUNTY: _____ ZIP CODE: _____

PLEASE COMPLETE THE FOLLOWING INFORMATION

WHAT TYPE OF BUSINESS WOULD YOUR COMPANY BE ENGAGED IN WITH THE CITY OF ATLANTA?

IS YOUR COMPANY AN AFFILIATE OR DIVISION OF A PARENT COMPANY? _____

IF YOUR COMPANY IS A DIVISION OF A PARENT COMPANY, A CONTRACT EMPLOYMENT REPORT FORM MUST BE COMPLETED FOR THE PARENT COMPANY AS WELL AS THE ATLANTA AREA DIVISION.

HAS YOUR COMPANY PREVIOUSLY RECEIVED AN EEO CERTIFICATION FROM THE CITY OF ATLANTA? _____

PLEASE LIST THE NUMBER OF EMPLOYEES IN EACH CATEGORY

	Management/ Officials		Professionals Arch, Engineers, etc		Supervisors		Office/Clerical/Sales		Craftsmen/Laborers	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Black										
White										
Asian American										
Native American										
Hispanic										
Other										
TOTAL										

I CERTIFY THAT ALL REPRESENTATIONS ON THIS CONTRACT EMPLOYMENT REPORT FORM ARE CORRECT AS OF THE DATE STATED.

DATE _____ PRINT PREPARER'S NAME _____ PREPARER'S SIGNATURE _____ TITLE _____



**CITY OF ATLANTA AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT
SUBMITTED TO DEPARTMENT OF PROCUREMENT**

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: _____
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States Citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **All non-citizens must provide their Alien Registration Number below.**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Printed Name: _____

NOTARY PUBLIC

My commission expires: _____

*

Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Material Type: Rental of Bypass Pumps
Item Number: 7206402
Revision Date: November 14, 2011

CITY OF ATLANTA SPECIFICATION FOR RENTAL OF BYPASS PUMPS

1. SCOPE AND CLASSIFICATION

Scope - This specification describes bypass pumps that will be rented by the Department of Watershed Management.

1.2 Classification:

- | | | | |
|-------|----|---|--|
| GROUP | I | - | Silenced Automatic Self-Priming (to 28 feet) Diesel Pumpset. |
| GROUP | II | - | Automatic Self-Priming (to 28 feet) Diesel Pumpset. |

2. APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS

Material(s), goods or service(s) covered by this Invitation to Bid shall comply with all Federal Occupational Safety and Health Acts, FAA Standards and Georgia Occupational Safety and Health Act requirements, where applicable and in effect at time of delivery.

3. REQUIREMENTS

Please state "Compliance" or "Exception" in the space provided. Check marks, dittos or any other markings may not be accepted and your bid could be rejected.

Specific Requirements:

- 3.1 Godwin Dri-Prime® Model DPC300 Critically Silenced Automatic Self Priming (to 28 feet) Diesel Pumpet or equal
- A. 12" Suction and Discharge Connection.
 - B. Solids handling to 3½".
 - C. Dry Running Oil Lubricated Steel

FIRM NAME _____ **SIGNATURE** _____

- D. Driven by John Deere 6068T, 147 HP @ 2200 RPM, water cooled diesel engine.
- E. Entire pump and engine assembly shall be completely enclosed with sound attenuated panels.
- F. Must be engineered from start to finish for quiet operation
- G. Skid mounted with integral 200-gallon fuel tank and lifting bracket.
- H. Average fuel consumption 6.3 GPH @ 1800 RPM.
- I. Noise level: 69 dba @ 300 Feet (9 meters).
- J. Trailer mounted.
- K. Godwin A-91 Auto Start Control Panel with Floats
- L. 14" HDPE Flange with Backup Ring
- M. 12" x 14" Steel Eccentric Reducer
- N. 14" HDPE 90° Elbow
- O. 40' of 14" HDPE SDR 17 Pipe
- P. 12" Flanged Steel 90° Elbow
- Q. 220' of 12" HDPE SDR 32.5 Pipe
- R. 12 HDPE 90° Elbow
- S. 12" HDPE Flanged with Backup Ring
- T. 12" Nut, Bolt, Gasket Set

Compliance

Exception

3.2 Godwin Dri-Prime® Model DPC300 Automatic Self-Priming (to 28 feet) Diesel Pumpset

- A. 12" Suction and Discharge Connection.
- B. Solids handling to 3½".
- C. Dry Running Oil Lubricated Steel
- D. Driven by John Deere 6068T, 147 HP @ 2200 RPM, water cooled diesel engine.
- E. Skid mounted with integral 200-gallon fuel tank and lifting bracket.
- F. Average fuel consumption 6.3 GPH @ 1800 RPM.
- G. Trailer mounted.
- H. Godwin A-91 Auto Start Control Panel with Floats
- I. 14" HDPE Flange with Backup Ring
- J. 12" x 14" Steel Eccentric Reducer
- K. 14" HDPE 90° Elbow
- L. 40' of 14" HDPE SDR 17 Pipe
- M. 12" Flanged Steel 90° Elbow
- N. 220' of 12" HDPE SDR 32.5 Pipe

FIRM NAME _____ SIGNATURE _____

- O. 12 HDPE 90° Elbow
- P. 12" HDPE Flanged with Backup Ring
- Q. 12" Nut, Bolt, Gasket Set

Compliance

Exception

General Requirements:

- 3.3 Pumps must be available by the hour, day, week, or month on extremely short notice. **Can you provide immediate service?**

Compliance

Exception

- 3.4 If for any reason, the awarded vendor cannot rent pumps to the City on the specific date requested, the awarded vendor must notify the City verbally and in writing. The written response must be done no later than 30 minutes from the time requested.

Compliance

Exception

- 3.5 All equipment rented to the City of Atlanta must be delivered in safe and fully operating condition.

Compliance

Exception

- 3.6 The vendor shall be solely responsible for all rental equipment while in transit to and from the job sites.

Compliance

Exception

- 3.7 The vendor shall be responsible for all permits required to transport equipment to and from locations.

Compliance

Exception

FIRM NAME _____ SIGNATURE _____

- 3.8 The City will not pay for downtime due to needed repairs of pumps. All repairs must be made within 24 hours or replacement equipment shall be provided.

Compliance

Exception

- 3.9 For purpose of this bid:

176 Hours - 1 month
40 Hours - 1 week
8 Hours - 1 day

Compliance

Exception

- 3.10 The City of Atlanta is self-insured and is not required to take out additional insurance offered by the awarded vendor.

Compliance

Exception

- 3.11 The pumps listed herein are primarily used for sewage related projects.

4. QUALITY ASSURANCE PROVISIONS

- 4.1 Test and Inspection - It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process his own facility of any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.
- 4.2 Certification - It shall be the vendor's responsibility to submit, in lieu of the certification, a Compliance Certificate.
- 4.3 Quality and Quantity Control - A system of test and inspection shall be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement and the Director of the Office of Fleet Services.

FIRM NAME _____

SIGNATURE _____

- 4.4 Plant and Facility Inspections - The Department of Procurement may require the vendor to make his plant and facilities available for inspection or may require additional information concerning the vendor's ability to comply with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
- 4.5 Protection - The vendor shall assume all costs arising from the use of patented materials, devices, or process incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.

5. PREPARATION FOR DELIVERY

- 5.1 Packing - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It shall be the vendor's responsibility to determine that packing is adequate to assure that all materials shall arrive at destination in an undamaged condition ready for intended use.
- 5.2 Marking - All packages shall be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 5.3 Shipping - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 5.4 Delivery Schedule and Liability - It shall be vendor's responsibility to maintain delivery schedule as stated on bid. The City must be notified on any change at least ten (10) days prior to original delivery date.

Split delivery may be accepted, if it is found to be in the best interest of the City, but shall not be made in quantities of less than fifty percent (50%) of the total purchase order or contract quantity. The vendor shall not for any reason, delay delivery of items necessary to the upkeep of the City.

The City of Atlanta reserves the right to enforce a Late Delivery Penalty to a delinquent vendor in the amount of one percent (1%) for each day of delay, to a maximum of five percent (5%) of the total purchase order, or

FIRM NAME _____ SIGNATURE _____

contract amount being after a ten (10) day grace period from the expired delivery date.

6. WARRANTY

It shall be vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the material(s) supplied. The successful bidder is required to furnish adequate warranty on repair parts and services in accordance with prevailing industry standards. Accurate indication of such warranty shall be given respectively for repair parts and services. This factor will be considered in bid evaluation.

7. GUARANTEE

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part of portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

8. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The city will consider valid only those bids which comply with these instructions:

REPORT OF PURCHASE – An itemized (monthly report of all purchases made during the first nine (9) months of this contract will be required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract. Failure to submit "Report of Usage" may result in forfeiture of future contract with the City of Atlanta.

8.1 All bidders must insert "**Compliance**" or "**Exception**" in each space provided at numbered specific requirement section.

8.2 Bidder "**exceptions**", further clarification, or notes must be detailed in these spaces or on additional sheet referencing the numbered specification paragraph.

FIRM NAME _____ **SIGNATURE** _____

- 8.3 The material to be furnished must be currently on production. All prices shall be based upon the original manufacturer's wholesale price list less the discount applicable to the City.
-
-
-

- 8.4 Important – Bidders shall submit, under separate cover, its manufacturer's most recent published price list. State on pricing sheet of this bid discount, from list, that shall apply to the City of Atlanta. Unless stated in the pricing sheet, prices will be firm for the duration of the contract.

- 8.5 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.

- 8.6 Quantities – None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.

- 8.7 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.

- 8.8 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.

- 8.9 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on his bid, unless

FIRM NAME _____ SIGNATURE _____

extended in writing by the Chief Procurement Officer, shall constitute contract default.

- 8.10 Escalation/De-Escalation Clause - Preference shall be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following shall apply:

- 8.10.1 The contract price shall be frozen for a specified period.
This period must be shown on your bid.
- 8.10.2 Escalation - Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement not less than thirty (30) days prior to the effective date of any such requested price increase.
- 8.10.3 Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.
- 8.10.4 No adjustment shall be made to compensate a supplier for in efficiency in operation, or for additional profit.
- 8.10.5 De-Escalation - In the event that market media indicators show that the prices for those materials, goods or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.

- 8.11 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the "Lowest Complete and Satisfactory Bidder" which will be in the best interest of the City. The criteria are as follows:

8.12

- a. Conformance to Specification
- b. Low Bid
- c. Price
- d. Financial Capability

FIRM NAME _____ SIGNATURE _____

- e. Discount Offered
- f. Freight Charges
- g. Delivery Time
- h. Warranty
- i. Vendor Past Performance
- j. Vendor Availability to Perform
- k. Vendor Reference - Vendor shall submit three (3) references from individuals, entity or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form)**

- 8.13 Will your company accept a portion of this contract? Please check in the appropriate space. _____ yes _____ no
- 8.14 If in the best interest of the City of Atlanta and with the written consent of the vendor, this contract may be extended for one (1) additional year.
- 8.15 Brand Name or Trade Name Instructions - If items in this Invitation for Bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.
- 8.15.1 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Summary of this Invitation for Bid.
- 8.15.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven days, if required.
- 8.15.3 The purchase of any item by the City as a result of this Invitation for Bid is not a judgment of one product against another. Consideration of application, need and price will constitute purchase determination.

FIRM NAME _____ SIGNATURE _____

- 8.16 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. **5610-AT**. Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject bid. Such bids however, may be examined prior to award the subject bid and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 8.17 A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing actual parts used in the performance of each job, description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.
- 8.18 Invoices must be itemized to show hours of labor, parts, materials, accessories with unit price and extension, including the applicable purchase order number.
- 8.19 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

FIRM NAME _____

SIGNATURE _____

- 8.20 FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.
- 8.21 IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.
- 8.22 A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.

FIRM NAME _____ SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: Pumps

ITB/FC NO.: 5610-AT

BUYER/CO: Albert Taylor

PROJECT NAME: Rental of Bypass Pumps

1.

Company Name

Contact Person

Address

City/State/Zip

Phone Number

County

COMMENTS:

2.

Company Name

Contact Person

Address

City/State/Zip

Phone Number

County

COMMENTS:

3.

Company Name

Contact Person

Address

City/State/Zip

Phone Number

County

COMMENTS:



CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, SW, SUITE 1790
ATLANTA, GEORGIA 30303-0307
(404) 330-6204

PRICING SHEET
BID NUMBER
5610-AT
Page 1 of 3

NOTE TO ALL BIDDERS

IN COMPLIANCE WITH THE
REQUIREMENTS OF THIS SPECIFICATION
(IF APPLICABLE), VENDOR MUST SUBMIT
WITH BID TWO (2) SETS OF DESCRIPTIVE
LITERATURE OR YOUR BID MAY NOT BE
CONSIDERED.

Bids shall be held firm for 120 days after bid
opening date and time.

Further, prices shall be held firm for one year
from date of award.

**GROUP I - Silenced Automatic Self-Priming
(to 28 feet) Diesel Pumpset**

1. Godwin Dri-Prime® Model DPC300
Critically Silenced Automatic Self Priming
to 28 feet) Diesel Pumpset or equal

\$ _____ Per hour

\$ _____ Per day

\$ _____ Per week

\$ _____ Per month

\$ _____ Delivery Fee

\$ _____ Environmental Fee

Equipment Bided

State Source of Equipment (City & State)

FIRM NAME _____

SIGNATURE _____

DATE

TITLE _____



CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, SW, SUITE 1790
ATLANTA, GEORGIA 30303-0307
(404) 330-6204

PRICING SHEET
BID NUMBER
5610-AT
Page 2 of 3

**GROUP II - Automatic Self-Priming
(to 28 feet) Diesel Pumpset**

2. Godwin Dri-Prime® Model DPC300
Automatic Self Priming (to 28 feet)
Diesel Pumpset or equal

\$ _____ Per hour
\$ _____ Per day
\$ _____ Per week
\$ _____ Per month
\$ _____ Delivery Fee
\$ _____ Environmental Fee

Equipment Bided

State Source of Equipment (City & State)

Discount on accessories items not listed herein
pricing sheet

%

Prices will remain firm for 12 months.

YOU MUST CHECK ONE

Comply

Non-Comply

FIRM NAME

SIGNATURE

TITLE

/_____
DATE



CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, SW, SUITE 1790
ATLANTA, GEORGIA 30303-0307
(404) 330-6204

PRICING SHEET
BID NUMBER
5610-AT
Page 3 of 3

EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

TERMS: BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A MINIMUM OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.

Upon request, a copy of the bid tabulation will be made available at a cost of \$.25 per page.

IF FEDERAL EXCISE TAX APPLIES, SHOW AMOUNT OF SAME WHICH HAS ALREADY BEEN DEDUCTED IN DETERMINING YOUR NET PRICE. THE CITY IS ALSO EXEMPT FROM STATE AND LOCAL SALES TAX (UNLESS THIS AMOUNT IS SHOWN, TAX EXEMPTION CERTIFICATE CANNOT BE ISSUED AND VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF TAX ON NET PRICE QUOTED).

TERMS

_____ % 30 Days

DELIVERY: Time Required for Delivery After Receipt Order

_____ Days

FIRM NAME

SIGNATURE

TITLE

DATE